

INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 20 November, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the, YAVAPAI COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the County desire to participate in the construction and maintenance of planned improvements, located at the intersection of State Route (SR) 179 and Cortez Drive, identified as State TRACS No. HX14901C. The cost of the construction improvements are based on a 50/50 cost participation by each party and are described as the following: 1) A new warranted traffic signal at the junction of SR 179 and Cortez Drive (MP 306.43); 2) Reconstruct said intersection to accommodate a new right turn-lane on SR 179 and widening Cortez Drive, which includes, but not limited to: asphaltic concrete paving, sidewalk, curb and gutter, wheelchair ramps, drainage pipes, rip-rap and catch basin and pavement marking, at a total estimated cost of \$302,000.00, shown on Exhibit "A", attached hereto and made a part hereof, collectively hereinafter referred to as the "Project". Upon completion of construction, maintenance of the traffic signal is to be accomplished by the State. Electric power for the signal is to be furnished by the County.

4. The parties hereto acknowledge the following conditions: a) The amounts referenced in this agreement are subject to change; b) the estimated amounts can change substantially; and c) All parties will perform their responsibilities consistent with the agreement.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 26449  
Filed with the Secretary of State  
Date Filed: 11/20/03  
Janice K. Brewer  
Secretary of State  
By: Danny D. Graenewald

## **II. SCOPE OF WORK**

### **1. The State will:**

a. Upon execution of this agreement, invoice the County \$151,000.00, for the County's estimated fifty percent (50%) of the total cost of the Project, shown on Exhibit "A".

b. Be responsible for 50% of the actual costs of the Project, in an amount estimated at \$151,000.00 and its proportionate share of any cost increases.

c. Prepare to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve County review comments.

d. Call for bids and award one or more construction contract(s) for the Project, administer same, and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

e. Upon completion and acceptance of the Project by the parties hereto, maintain the roadway improvements of the Project inside State's rights of way, and provide maintenance to the traffic signal and ancillary equipment, all at State expense.

f. Upon completion of construction of the Project, invoice or reimburse the County for any difference between the amount paid by the County for construction and construction engineering and administration, based on 50% of the actual costs of the Project, and its proportionate share of any cost increases of the total Project.

### **2. The County will:**

a. Upon execution of this agreement, remit to the State \$151,000.00, shown on Exhibit "A", within 30 days of receipt of an invoice, for the County's estimated 50% of the total cost of the Project.

b. Be responsible for 50% of the actual costs of the Project, in an amount estimated at \$151,000.00 and its proportionate share of any cost increases.

c. Review the design documents and provide comments.

d. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

e. Grant the State right of entry access necessary to construct the Project and perpetual right of entry access as required to perform maintenance of the traffic signal and ancillary equipment outside the State right-of-way.

f. Upon completion of construction of the Project and final accounting of the Project's costs, reimburse the State if necessary, within 30 days after receipt of an invoice for any difference between the amount paid by the County and the actual costs of the Project, based on 50% of the total Project for construction and construction engineering and administration and its proportionate share of any cost increases.

g. Upon completion and acceptance of the Project by the parties hereto, agree to provide electric power to operate the traffic signal and maintain the roadway improvements of the Project inside County's rights of way, all at the County's expense.

### **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of the Project and said reimbursements; provided, however, that this agreement, except any provisions for electrical energy, which shall be perpetual; may be cancelled at any time prior to the advertisement for bid of the Project construction contract, upon thirty (30) days written notice to the other party.

2. The terms, conditions and provisions of this agreement regarding maintenance, shall remain in full force and effect for a period of five (5) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years provided, however, that this agreement may be canceled by either party, upon written notice to the other party. Such notice must be provided at least 90 days prior to the expiration of the current 5 years period.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX: 602-712-7424

Yavapai County Public Works  
Attn: Public Works Director  
1100 Commerce Drive  
Prescott, Arizona 86305

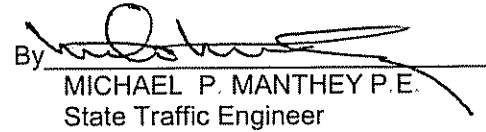
10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**YAVAPAI COUNTY, ARIZONA**

By   
A.G. DAVIS, Chairman  
Board of Supervisors

**STATE OF ARIZONA**  
Department of Transportation

By   
MICHAEL P. MANTHEY P.E.  
State Traffic Engineer

**ATTEST**

By   
BEV STADDON  
County Clerk

## EXHIBIT "A"

Bid Item	Item Description	Unit	Quantity	Price	Amount
2020021	Removal of Concrete Curb and Gutter	L.F.	76	\$ 4.00	\$ 304.00
2020025	Removal of Concrete Sidewalk, Driveways, and Slabs	SQ FT	0	\$ 1.75	\$ -
2020029	Removal of Asphalt Concrete Pavement	SQ YD	817	\$ 10.00	\$ 8,170.56
2020034	Removal of Signs	L.S.	0	\$ 160.00	\$ -
2020201	Sawcutting	L.F.	538	\$ 1.00	\$ 538.00
2030301	Roadway Excavation	CU YD	407	\$ 50.00	\$ 20,342.55
2070003	Water Supply Dust Palliative (15%)	L.S.	1	\$ 1,900.00	\$ 1,900.00
3030022	Aggregate Base, Class 2	CU YD	246	\$ 45.00	\$ 11,055.00
4040111	Bituminous Tack Coat	Ton	0	\$ 200.00	\$ -
4040116	Apply Bituminous Tack Coat	Hours	0	\$ 200.00	\$ -
4040230	Asphalt Binder	Ton	0	\$ 200.00	\$ -
4060009	Asphalt Concrete (Miscellaneous structural)	Ton	228	\$ 75.00	\$ 17,073.79
4060027	Mineral Admixture	Ton	0	\$ 90.00	\$ -
5010007	Pipe, Corrugated Metal, 18"	L.F.	85	\$ 60.00	\$ 5,100.00
5010011	Pipe, Corrugated Metal, 24"	L.F.	28	\$ 70.00	\$ 1,960.00
5014024	Flared End Section, 24" (C-13 25)	Each	1	\$ 300.00	\$ 300.00
5030451	Catch Basin, Median, Flush (C-15 80), Grate	Each	2	\$ 400.00	\$ 800.00
5030601	Catch Basin, Median, Flush (C-15 80)	Each	2	\$ 3,000.00	\$ 6,000.00
6070046	Foundation for Sign Post (2"x6"single)	Each	3	\$ 250.00	\$ 750.00
6070048	Foundation for Sign Post (2 1/2"x6"single)	Each	2	\$ 225.00	\$ 450.00
6070054	Sign Post (2"x6"single)	L.F.	33	\$ 15.00	\$ 495.00
6070055	Sign Post (2 1/2"x6"single)	L.F.	23	\$ 11.00	\$ 253.00
6080011	Warning panel with Type III sheeting	SQ FT	53	\$ 30.00	\$ 1,590.00
6080033	Flatsheet with Dismountable Characters with Type III sheeting	SQ FT	11	\$ 30.00	\$ 330.00
7010001	Maintenance and Protection of Traffic (15%)	L.S.	1	\$ 28,800.00	\$ 28,800.00
7010251	Obsolete Pavement Marking	L.F.	900	\$ 1.50	\$ 1,350.00
7040003	Pavement Marking (White) (Thermoplastic)	L.F.	1000	\$ 1.25	\$ 1,250.00
7040004	Pavement Marking (Yellow) (Thermoplastic)	L.F.	950	\$ 1.25	\$ 1,187.50
7040072	Pavement Marking (Thermoplastic) (ALKyd) (0.600")	L.F.	1650	\$ 1.50	\$ 2,475.00
7040073	Pavement Marking (Pavement Legend) (ONLY)	EA	2	\$ 175.00	\$ 350.00
7040074	Pavement Marking (Pavement Arrow) (Single)	EA	8	\$ 175.00	\$ 1,400.00
7080001	Pavement Marking (White) (Standard ReflectORIZED Traffic Paint)	L.F.	300	\$ 0.20	\$ 60.00
7080011	Pavement Marking (Yellow) (Standard ReflectORIZED Traffic Paint)	L.F.	300	\$ 0.15	\$ 45.00
7310015	Pole, Type A (Department Furnished)	EA	3	\$ 525.00	\$ 1,575.00
7310135	Pole, Type Q (Department Furnished)	EA	2	\$ 2,100.00	\$ 4,200.00
7310145	Pole, Type R (Department Furnished)	EA	2	\$ 3,000.00	\$ 6,000.00
7310157	Post (Pedestrian Push Button) (Department Furnished)	EA	1	\$ 270.00	\$ 270.00
7310200	Type A Pole Foundation	EA	3	\$ 700.00	\$ 2,100.00
7310310	Type Q Pole Foundation	EA	2	\$ 2,200.00	\$ 4,400.00
7310320	Type R Pole Foundation	EA	2	\$ 2,200.00	\$ 4,400.00
7310390	Pedestrian Push Button Post Foundation	EA	1	\$ 250.00	\$ 250.00
7310555	Mast Arm (20 Ft.) (Tapered) (Department Furnished)	EA	4	\$ 375.00	\$ 1,500.00
7310585	Mast Arm (35 Ft.) (Tapered) (Department Furnished)	EA	2	\$ 1,000.00	\$ 2,000.00
7310610	Mast Arm (50 Ft.) (Tapered) (Department Furnished)	EA	1	\$ 1,700.00	\$ 1,700.00
7310625	Mast Arm (55 Ft.) (Tapered) (Department Furnished)	EA	1	\$ 1,875.00	\$ 1,875.00
7320050	Electrical Conduit (2") (PVC)	L.F.	150	\$ 8.00	\$ 1,200.00
7310070	Electrical Conduit (3") (PVC)	L.F.	800	\$ 10.00	\$ 8,000.00
7320420	Pull Box (No. 7)	EA	4	\$ 350.00	\$ 1,400.00
7320421	Pull Box (No. 7) (With Extension)	EA	1	\$ 400.00	\$ 400.00
7320650	Conductors	L.S.	1	\$ 5,000.00	\$ 5,000.00
7330065	Traffic Signal Face (Type F) (Department Furnished)	EA	18	\$ 370.00	\$ 6,660.00
7330215	Traffic Signal Face (Pedestrian Man-Hand) (Department Furnished)	EA	8	\$ 375.00	\$ 3,000.00
7330225	Pedestrian Push Button (Department Furnished)	EA	8	\$ 190.00	\$ 1,520.00
7330315	Traffic Signal Mounting Assembly (Type B) (Department Furnished)	EA	10	\$ 160.00	\$ 1,600.00
7330365	Traffic Signal Mounting Assembly (Type V) (Department Furnished)	EA	8	\$ 325.00	\$ 2,600.00
7340045	Control Cabinet (Type IV) (Department Furnished)	EA	1	\$ 15,000.00	\$ 15,000.00
7340105	Control Cabinet Foundation	EA	1	\$ 800.00	\$ 800.00
7340305	Control Cabinet Foundation (Type B)	EA	1	\$ 700.00	\$ 700.00
7360030	Luminaire (Horizontal Mount) (HPS 250 Watt)	EA	4	\$ 475.00	\$ 1,900.00
7360220	Local Center Cabinet (Type B) (20/240 Volt) (Department Furnished)	EA	1	\$ 2,000.00	\$ 2,000.00
7370452	Miscellaneous Electrical (Video Detection) (Department Furnished)	L.S.	1	\$ 10,000.00	\$ 10,000.00
7370455	Miscellaneous Electrical (Emergency vehicle Pre-Ignition System) (Department Furnished)	L.S.	1	\$ 7,000.00	\$ 7,000.00
9010001	Mobilization (15%)	L.S.	1	\$ 28,800.00	\$ 28,800.00
9080084	Concrete Curb and Gutter	L.F.	346	\$ 15.00	\$ 5,190.00
9080242	Concrete Sidewalk	SF	353	\$ 5.00	\$ 1,765.00
9080298	Concrete Sidewalk Ramp (Type VI, C-15 30)	EA	3	\$ 1,000.00	\$ 3,000.00
9130037	Rip-Rap	Sq Yd	14	\$ 150.00	\$ 2,100.00
	Pipe, Remove and Re-use existing, Corrugated Metal	L.F.	80	\$ 35.00	\$ 2,800.00
9240015	Force Account Work (Provide Electrical Service)	L.S.	1	\$ 1,000.00	\$ 1,000.00
	<b>Total Materials and Labor Cost</b>				\$ 192,036.05
9250001	Construction Surveying	L.S.	1	\$ 12,000.00	\$ 12,000.00
	Construction Engineering and Contingency (20%)	L.S.	1	\$ 38,000.00	\$ 38,000.00
	<b>Total Cost</b>				\$ 301,536.05

## Earthwork Quantities

Sta	Area (sq ft)	Average Area (sq ft)	Distance (ft)	Volume (cy)
93+55.88	0.0		14.15	13.92
93+82.44	28.3		26.1	31.47
94+15.00	23.9		24.15	31.31
94+50.00	24.4		24.05	44.54
95+00.00	23.7		22.05	40.83
95+50.00	20.4		16.45	30.46
96+00.00	12.5		11.55	21.39
96+50.00	10.6	5.3	15.63	3.07
96+65.63	0.0			

216.99

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY            )  
                                      ) ss.  
ARIZONA                    )

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: October 6, 2003.

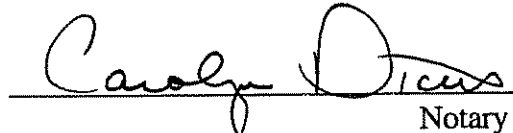
The entry in the said minutes:

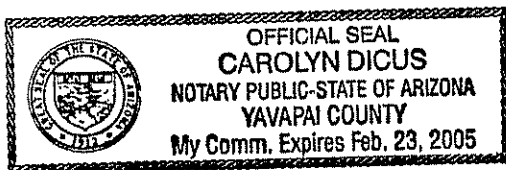
Consider approval of Intergovernmental Agreement JPA 03-65 with the State of Arizona (ADOT) for joint participation in a traffic signal project at the corner of State Route 179 and Cortez Drive in the Village of Oak Creek area, at a cost of \$151,000 (\$75,000 reimbursement anticipated from developer). Half-cent sales tax project. Approved by unanimous vote. Motion by Supervisor Brownlow, second by Supervisor Street. No comments from the public.

  
Bev Staddon, Clerk

SUBSCRIBED AND SWORN to before me October 8, 2003.

My Commission Expires:


  
Notary Public



APPROVAL OF THE YAVAPAI COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY and declare this agreement to in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 30<sup>th</sup> day of September, 2003.



Attorney



TERRY GODDARD  
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TRANSPORTATION SECTION  
WRITER'S DIRECT NO: 602.542.8837

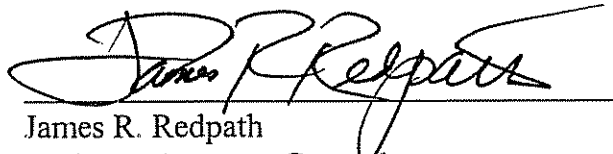
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-1324-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

Date: 13 November 2003

Terry Goddard  
ATTORNEY GENERAL



James R. Redpath  
Assistant Attorney General  
Transportation Section

JRR:djd